

**Commonwealth of Massachusetts
Department of Telecommunications and Energy
Fitchburg Gas and Electric Light Company
Docket No. D.T.E. 02-24/25
Responses to the Attorney General's Seventh Set of Information Requests**

Request No. AG-7-3 (Gas)

Please provide copies of all gas pipeline transportation agreements currently in effect. Include all pricing terms and copies of the Department's approval of each agreement.

Response:

Please refer to the following attachments.

All transportation contracts are with Tennessee Gas Pipeline.

- Attachment 1 AG-7-3(Gas) for pricing terms on transportation contracts except for Contract 252.
- Attachment 2 AG-7-3(Gas) transportation contract 252.
 1. Demand rate \$9.7839 per Decatherm
 2. Commodity transported. \$0.0543 per Decatherm
- Attachment 3 AG-7-3(Gas) transportation contract 267.
- Attachment 4 AG-7-3(Gas) transportation contract 268.
- Attachment 5 AG-7-3(Gas) transportation contract 2374.
- Attachment 6 AG-7-3(Gas) transportation contract 2915.
- Attachment 7 AG-7-3(Gas) transportation contract 2916.
- Attachment 8 AG-7-3(Gas) transportation contract 2919.
- Attachment 9 AG-7-3(Gas) transportation contract 8519.
- Attachment 10 AG-7-3(Gas) balancing agreement 3721.
- Attachment 11 AG-7-3(Gas) transportation contract 38927.

Also please see the Company's response to AG-7-2 (Gas) and Attachment 1.2 AG-7-2 which includes the Department's approval of FG&E's latest gas supply plan. FG&E has not sought approval of its gas transportation or storage contracts, outside of the Department's review of its gas supply plans, as the Company does not contract for the purchase of gas under those contracts. In light of the Department's recent decision in DTE 02-18, the Company will file for approval of its transportation replacement contracts pursuant to the Department's directives.

Person Responsible: Mark H Collin

EL PASO CORPORATION
Greenway 9
HOUSTON, TX 77045



Fax

To: Rich MacGinnis**From: Dodson Skipworth****Company: Fitchburg G&E****Phone: 832-676-5187****Fax Number: 603-773-6644****Date: July 24, 2002****Pages: 5****Fax: 832-676-1864**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Rich:

Here are the currently effective FTA rate sheets from Tennessee's tariff: 1) Twenty-First Revised Sheet No. 23 (Reservation Rates and applicable surcharges), 2) Twelfth Revised Sheet No. 23A (Commodity Rates and applicable surcharges, and 3) First Revised Sheet No. 29 (applicable fuel). Obviously, these rates would be applicable for Fitchburg's contract nos. 267, 268, 2374, 2915, 2916, 2919, 8619 and 38927 (effective 12/01/02).

Also included is the rate sheet for your storage service, Rate Schedule FS (Market Area) applicable to Fitchburg's contract no. 2273: Eleventh Revised Sheet No. 27.

Regarding FTA contract no. 252: I am working on providing the documentation you requested concerning the rate on this contract. A bit of general history, however: the capacity and related services contained in this contract used to be provided under Tennessee's Rate Schedule CGT-NE. Through various previous settlements, Fitchburg (and others) were allowed to convert CGT-NE capacity to FTA service. The resulting rate reflects that partial conversion: prorated CGT-NE rates and FTA rates. That is the detail I should be able to provide. If you want a guess as to when such information can be provided to you, I think it's reasonable to expect some documentation by August 15, or thereabouts. I suggest Fitchburg thoroughly review its files to locate the relevant information, as will I. Finally, as you know, this contract will terminate, per Fitchburg's decision, as of January 15, 2003.

I'll be in touch about this. As always, call with questions at 832-676-5187. I will be on vacation and unavailable July 29 – August 2, returning to the office Monday August 5.

RP91-203-072 ACCEPTED 6/28/02

TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1

Twenty-First Revised Sheet No. 23
Superseding
Twentieth Revised Sheet No. 23

RATES PER DEKATHERM

FIRM TRANSPORTATION RATES
RATE SCHEDULE FOR FT-A

Base Reservation Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$3.10		\$6.45	\$9.06	\$10.53	\$12.22	\$14.09	\$16.59
L		\$2.71						
1	\$6.66		\$4.92	\$7.62	\$9.08	\$10.77	\$12.64	\$15.15
2	\$9.06		\$7.62	\$2.86	\$4.32	\$6.32	\$7.89	\$10.39
3	\$10.53		\$9.08	\$4.32	\$2.05	\$6.08	\$7.64	\$10.14
4	\$12.53		\$11.08	\$6.32	\$6.08	\$2.71	\$3.38	\$5.89
5	\$14.09		\$12.64	\$7.89	\$7.64	\$3.38	\$2.85	\$4.93
6	\$16.59		\$15.15	\$10.39	\$10.14	\$5.89	\$4.93	\$3.16

Surcharges

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
PCB Adjustment: 1/	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L		\$0.00						
1	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Maximum Reservation Rates 2/. 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$3.10		\$6.45	\$9.06	\$10.53	\$12.22	\$14.09	\$16.59
L		\$2.71						
1	\$6.66		\$4.92	\$7.62	\$9.08	\$10.77	\$12.64	\$15.15
2	\$9.06		\$7.62	\$2.86	\$4.32	\$6.32	\$7.89	\$10.39
3	\$10.53		\$9.08	\$4.32	\$2.05	\$6.08	\$7.64	\$10.14
4	\$12.53		\$11.08	\$6.32	\$6.08	\$2.71	\$3.38	\$5.89
5	\$14.09		\$12.64	\$7.89	\$7.64	\$3.38	\$2.85	\$4.93
6	\$16.59		\$15.15	\$10.39	\$10.14	\$5.89	\$4.93	\$3.16

Minimum Base Reservation Rates The minimum FT-A Reservation Rate is \$0.00 per Dth

Notes:

- 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2004 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 2/ Maximum rates are inclusive of base rates and above surcharges.
- 3/ Gas Research Institute Charge (GRI) of \$0.0660 for Firm Transportation with \geq 50% Load Factor and \$0.0407 for Firm Transportation with $<$ 50% Load Factor are not included in the above maximum rates.

Issued by: Jake Hiatt, Vice President
Issued on: May 31, 2002

Effective on: July 1, 2002

RP02-83

ACCEPTED 12/19/01 Page 3 of 5

TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1

Twelfth Revised Sheet No. 23A
Superseding
Eleventh Revised Sheet No. 23A

RATES PER DEKATHERM

COMMODITY RATES
RATE SCHEDULE FOR FT-A

Base Commodity Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0439		\$0.0669	\$0.0880	\$0.0978	\$0.1118	\$0.1231	\$0.1608
L		\$0.0286						
1	\$0.0669		\$0.0572	\$0.0776	\$0.0874	\$0.1014	\$0.1126	\$0.1503
2	\$0.0880		\$0.0776	\$0.0433	\$0.0530	\$0.0681	\$0.0783	\$0.1159
3	\$0.0978		\$0.0874	\$0.0530	\$0.0366	\$0.0663	\$0.0765	\$0.1142
4	\$0.1129		\$0.1025	\$0.0681	\$0.0663	\$0.0401	\$0.0459	\$0.0834
5	\$0.1231		\$0.1126	\$0.0783	\$0.0765	\$0.0459	\$0.0427	\$0.0765
6	\$0.1608		\$0.1503	\$0.1159	\$0.1142	\$0.0834	\$0.0765	\$0.0642

Minimum
Commodity Rates 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0026		\$0.0096	\$0.0161	\$0.0191	\$0.0233	\$0.0268	\$0.0326
L		\$0.0034						
1	\$0.0096		\$0.0067	\$0.0129	\$0.0159	\$0.0202	\$0.0236	\$0.0294
2	\$0.0161		\$0.0129	\$0.0024	\$0.0054	\$0.0100	\$0.0131	\$0.0189
3	\$0.0191		\$0.0159	\$0.0054	\$0.0004	\$0.0095	\$0.0126	\$0.0184
4	\$0.0237		\$0.0205	\$0.0100	\$0.0095	\$0.0015	\$0.0032	\$0.0090
5	\$0.0268		\$0.0236	\$0.0131	\$0.0126	\$0.0032	\$0.0022	\$0.0069
6	\$0.0326		\$0.0294	\$0.0189	\$0.0184	\$0.0090	\$0.0069	\$0.0031

FT-A Commodity

\$0.0015

Maximum
Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0515		\$0.0745	\$0.0956	\$0.1054	\$0.1194	\$0.1307	\$0.1684
L		\$0.0362						
1	\$0.0745		\$0.0648	\$0.0852	\$0.0950	\$0.1090	\$0.1202	\$0.1579
2	\$0.0956		\$0.0852	\$0.0509	\$0.0606	\$0.0757	\$0.0859	\$0.1235
3	\$0.1054		\$0.0950	\$0.0606	\$0.0442	\$0.0739	\$0.0841	\$0.1218
4	\$0.1205		\$0.1101	\$0.0757	\$0.0739	\$0.0477	\$0.0535	\$0.0910
5	\$0.1307		\$0.1202	\$0.0859	\$0.0841	\$0.0535	\$0.0503	\$0.0841
6	\$0.1684		\$0.1579	\$0.1235	\$0.1218	\$0.0910	\$0.0841	\$0.0718

Notes:

- The above maximum rates include a per Dth charge for:
(ACA) Annual Charge Adjustment \$0.0021
(GRI) Gas Research Institute charge \$0.0055
GRI will not be assessed if it is currently being paid on another pipeline.
- The TCSS Surcharge is only applicable to deliveries in the supply area as defined on Sheet No. 390.
This surcharge is not included in the Maximum Rates Matrix.
(TCSS) Transition Cost Surcharge - Supply Area \$0.0225
- The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.

Issued by: Jake Hiatt, Vice President

Issued on: November 30, 2001

Effective on: January 1, 2002

Filed to comply with order of the Federal Energy Regulatory Commission, Docket
No. RP01-434, issued September 19, 2001

RP 95-112 ACCEPTED JUN 9 '97

TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1

First R DTE 02-24/25
Attachment 1 AG-7-3 (Gas)
Substitute or Page 4 of 5

FUEL AND LOSS RETENTION PERCENTAGE 1\,2\, 3\

NOVEMBER - MARCH

RECEIPT ZONE	Delivery Zone							
	0	L	1	2	3	4	5	6
0	0.89%		2.79%	5.16%	5.88%	6.79%	7.88%	8.71%
L		1.01%						
1	1.74%		1.91%	4.28%	4.99%	5.90%	6.99%	7.82%
2	4.59%		2.13%	1.43%	2.15%	3.05%	4.15%	4.98%
3	6.06%		3.60%	1.23%	0.69%	2.64%	3.69%	4.52%
4	7.43%		4.97%	2.68%	3.07%	1.09%	1.33%	2.17%
5	7.51%		5.05%	2.76%	3.14%	1.16%	1.28%	2.09%
6	8.93%		6.47%	4.18%	4.56%	2.50%	1.40%	0.89%

APRIL - OCTOBER

RECEIPT ZONE	Delivery Zone							
	0	L	1	2	3	4	5	6
0	0.84%		2.44%	4.43%	5.04%	5.80%	6.72%	7.42%
L		0.95%						
1	1.56%		1.70%	3.69%	4.29%	5.06%	5.97%	6.67%
2	3.95%		1.88%	1.30%	1.90%	2.66%	3.58%	4.28%
3	5.19%		3.12%	1.13%	0.67%	2.32%	3.19%	3.90%
4	6.34%		4.28%	2.35%	2.67%	1.01%	1.21%	1.92%
5	6.41%		4.34%	2.41%	2.74%	1.07%	1.17%	1.86%
6	7.61%		5.53%	3.61%	3.93%	2.20%	1.27%	0.85%

1\ Included in the above fuel and Loss Retention Percentages is the quantity of gas associated with losses of 0.5%.

2\ For service that is rendered entirely by displacement shipper shall render only the quantity of gas associated with losses of 0.5%.

3\ The above percentages are applicable to (IT) Interruptible Transportation, (FT-A) Firm Transportation, (FT-GS) Firm Transportation-GS, (PAT) Preferred Access Transportation, (IT-X) Interruptible Transportation-X, (FT-G) Firm Transportation-G, (EDS/ERS) FT- A Extended Transportation Service.

Issued by: E. J. Holm, Agent and Attorney-in-Fact

Issued on: February 13, 1997

Effective: March 1, 1997

Filed to comply with order of the Federal Energy Regulatory Commission,

Docket No. RP95-112 , issued January 29, 1997, 78 FERC ¶ 61,069

RP91-203-072 ACCEPTED 6/28/02

TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1Eleventh Revised Sheet No. 27
Superseding
Tenth Revised Sheet No. 27

RATES PER DEKATHERM		STORAGE SERVICE			
Rate Schedule and Rate	Tariff Rate (GRI) 2/	ADJUSTMENTS (ACA) (TCOM) (PCB) 3/		Current Adjustment	Retention Percent 1/
FIRM STORAGE SERVICE (FS) - PRODUCTION AREA					
Deliverability Rate	\$2.02		\$0.00	\$2.02	
Space Rate	\$0.0248		\$0.0000	\$0.0248	1.49%
Injection Rate	\$0.0053			\$0.0053	
Withdrawal Rate	\$0.0053			\$0.0053	
Overrun Rate	\$0.2427			\$0.2427	
FIRM STORAGE SERVICE (FS) - MARKET AREA					
Deliverability Rate	\$1.15		\$0.00	\$1.15	
Space Rate	\$0.0185		\$0.0000	\$0.0185	1.49%
Injection Rate	\$0.0102			\$0.0102	
Withdrawal Rate	\$0.0102			\$0.0102	
Overrun Rate	\$0.1380			\$0.1380	
INTERRUPTIBLE STORAGE SERVICE (IS) - MARKET AREA					
Space Rate	\$0.0848		\$0.0000	\$0.0848	1.49%
Injection Rate	\$0.0102			\$0.0102	
Withdrawal Rate	\$0.0102			\$0.0102	
INTERRUPTIBLE STORAGE SERVICE (IS) - PRODUCTION AREA					
Space Rate	\$0.0993		\$0.0000	\$0.0993	1.49%
Injection Rate	\$0.0053			\$0.0053	
Withdrawal Rate	\$0.0053			\$0.0053	
SS - Storage Service					
SS-E					
Deliverability	\$4.20		\$0.00	\$4.20	
Space Rate	\$0.0132		\$0.0000	\$0.0132	2.41%
Injection Rate	\$0.0102			\$0.0102	
Withdrawal Rate	\$0.0561			\$0.0561	
Excess withdrawal Rate	\$0.7800	\$0.0021		\$0.7821	
SS-WF					
Deliverability	\$6.71		\$0.00	\$6.71	
Space Rate	\$0.0132		\$0.0000	\$0.0132	1.25%
Injection Rate	\$0.0102			\$0.0102	
Withdrawal Rate	\$0.0936			\$0.0936	
Excess Withdrawal Rate	\$1.1600	\$0.0021		\$1.1621	

1/ The quantity of gas associated with losses is 0.5%.

2/ The Rates After Current Adjustment for services for Consolidated Gas Supply Corp., Columbia Gas Transmission Corp., East Tennessee Natural Gas Co., Midwestern Gas Transmission Co., National Fuel Gas Supply Corp., Texas Gas Transmission Corp., and Equitrans, Inc. are exclusive of adjustments under Tennessee's FERC Gas Tariff.

3/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period has been extended until June 30, 2004 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.

Issued by: Jake Hiatt, Vice President
Issued on: May 31, 2002

Effective on: July 1, 2002

SERVICE PACKAGE NO. 252
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 534 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

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AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 252
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to

SERVICE PACKAGE NO. 252
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of September, 1993, and shall remain in force and effect until the 14th day of January, 2003, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 252
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: TENNESSEE GAS PIPELINE COMPANY
P.O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 252
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED 2 System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: *Randall G. Schorre*
Randall G. Schorre
Agent and Attorney-in-Fact

12/17/94
↓

FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: *[Signature]*
TITLE: Senior Vice President
DATE: June 22, 1994

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"
AMENDMENT #0 TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
EFFECTIVE DATE OF AMENDMENT: September 1, 1993
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 252
SERVICE PACKAGE Tq: 534 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-Tq	MINIMUM PRESSURE
010902	TRANS-NIAGARA RIVER PURCHASE	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	230	534	700
Total Receipt Tq:								534	
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG WORCESTER		MA	06	D	200	534	100
Total Delivery Tq:								534	

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

ORIGINAL

DTE 02-24/25
Attachment 3 AG-7-3 (Gas)
Page 1 of 9SERVICE PACKAGE NO. 267
AMENDMENT NO. 0**GAS TRANSPORTATION AGREEMENT**
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I**DEFINITIONS**

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 466 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II**TRANSPORTATION**

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III**POINT(S) OF RECEIPT AND DELIVERY**

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

**SERVICE PACKAGE NO. 267
AMENDMENT NO. 0**

**GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)**

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 **TRANSPORTATION RATES** - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 267
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the

**SERVICE PACKAGE NO. 267
AMENDMENT NO. 0**

**GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)**

event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of September, 1993, and shall remain in force and effect until the 31st day of March, 1995, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 267
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 267
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED₂ System and Shipper has been notified through TENN-SPEED₂ of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: *Randall G. Schorre*

Randall G. Schorre
Agent and Attorney-in-Fact

12/17/94

FITCHBURG GAS ^{and} ELECTRIC LIGHT CO.

BY: *[Signature]*

TITLE: Senior Vice President

DATE: June 22, 1994

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED September 1st, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

SERVICE PACKAGE: 267
SERVICE PACKAGE TQ: 466

METER	AND	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE
070012	0	CNG-ELLISBURG WITHDRAWAL	CONSOLIDATED GAS TRANSMISSION	POTTER	PA	04	R	300	466	
020112	0	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG	WORCESTER	MA	06	D	200	466	100 LBS

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1



January 21, 2000

Fitchburg Gas And Electric Light Co
6 Liberty Lane West
Hampton, NH 03842

Attention: Brian M. Keefer

RE: EXTENSION OF GAS TRANSPORTATION AGREEMENT
RATE SCHEDULE FT-A
SERVICE PACKAGE NUMBER 267

Dear Brian M. Keefer:

In accordance with Shipper's election dated **03/30/1999**, Tennessee Gas Pipeline Company ("Tennessee") has modified its Passkey system to reflect an extension of the above-referenced agreement ("Agreement"). Specifically, the termination date shall be **01/31/2004**. This extension constitutes Shipper's Primary Extended Term pursuant to Article III, Section 10.5 of the General Terms and Conditions of Tennessee's FERC Gas Tariff.

Please feel free to contact the undersigned at (713) 420-3663 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Tonie Garcia'.

Tonie Garcia
Sr. Account Representative
Transportation Services

Therefore, in accordance with Article III, Section 10.5 of Tennessee's General Terms and Conditions, please indicate your decision below and return a copy of this election form to James Eckert in the enclosed envelope or by facsimile @ (713) 420-5535.

TGP Contract Number 267

1. _____ Election to Extend at Tennessee's Maximum Rates for the Service Package Extension Term and Transportation Quantity
2. ☒ Election to Extend at Tennessee's Maximum Rates:
☒ For a Lesser Extension Term than Provided in the Service Package.
Extended Term: 3y. 10 mos. Not to Exceed 5 years end date 1/31/2004
☐ For a Reduced Service Package Transportation Quantity.
Transportation Quantity: _____ DTH per day
3. _____ Election to Terminate

FITCHBURG GAS AND ELECTRIC LIGHT CO.

BY: David K. Foote
NAME: David K. Foote
TITLE: Senior Vice President
DATE: 3-30-99

If you should have any questions or need further assistance, please contact me at (713) 420-3663.

Very Truly Yours,

Tonie Garcia

Tonie Garcia
Account Representative
Transportation Services

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2,795 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of September, 1993, and shall remain in force and effect until the 31st day of March, 1995, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 268
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED. 2 System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY:

Randall G. Schorre
Randall G. Schorre
Agent and Attorney-in-Fact

12/17/94
↕

and
FITCHBURG GAS & ELECTRIC LIGHT CO.

BY:

David K. Jett

TITLE: Senior Vice President

DATE: June 22, 1994

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED September 1st, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

SERVICE PACKAGE: 268

SERVICE PACKAGE TQ: 2,795

METER	AMD	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE	MAXIMUM PRESSURE
011693	0	PENN-NFG-ANDREWS SETTLEMENT DE	PENN YORK ENERGY CORPORATION	POTTER	PA	04	R	300	2,795		
020112	0	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG WORCESTER		MA	06	D	200	2,795	100 LBS	1,200 LBS

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1



January 21, 2000

Fitchburg Gas And Electric Light Co
6 Liberty Lane West
Hampton, NH 03842

Attention: Brian M. Keefer

RE: EXTENSION OF GAS TRANSPORTATION AGREEMENT
RATE SCHEDULE FT-A
SERVICE PACKAGE NUMBER 268

Dear Brian M. Keefer:

In accordance with Shipper's election dated **03/30/1999**, Tennessee Gas Pipeline Company ("Tennessee") has modified its Passkey system to reflect an extension of the above-referenced agreement ("Agreement"). Specifically, the termination date shall be **01/31/2004**. This extension constitutes Shipper's Primary Extended Term pursuant to Article III, Section 10.5 of the General Terms and Conditions of Tennessee's FERC Gas Tariff.

Please feel free to contact the undersigned at (713) 420-3663 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Tonie Garcia'.

Tonie Garcia
Sr. Account Representative
Transportation Services

Therefore, in accordance with Article III, Section 10.5 of Tennessee's General Terms and Conditions, please indicate your decision below and return a copy of this election form to James Eckert in the enclosed envelope or by facsimile @ (713) 420-5535.

TGP Contract Number 268

1. _____ Election to Extend at Tennessee's Maximum Rates for the Service Package Extension Term and Transportation Quantity
2. ☒ Election to Extend at Tennessee's Maximum Rates:
☒ For a Lesser Extension Term than Provided in the Service Package.
Extended Term: 3 yrs 10 mos Not to Exceed 5 years end date 1/31/2004
_____ For a Reduced Service Package Transportation Quantity.
Transportation Quantity: _____ DTH per day
3. _____ Election to Terminate

FITCHBURG GAS AND ELECTRIC LIGHT CO.

BY: David K. Forte
NAME: David K. Forte
TITLE: Senior Vice President
DATE: 3-30-99

If you should have any questions or need further assistance, please contact me at (713) 420-3663.

Very Truly Yours,

Tonie Garcia

Tonie Garcia
Account Representative
Transportation Services

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2,012 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

SERVICE PACKAGE NO. 2374
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 2374
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the

SERVICE PACKAGE NO. 2374
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of September, 1993, and shall remain in force and effect until the 1st day of November, 2000, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 2374
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 2374
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED² System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: Randall G. Schorre
Randall G. Schorre
Agent and Attorney-in-Fact

FITCHBURG GAS & ELECTRIC LIGHT CO.

BY: [Signature]
TITLE: Senior Vice President
DATE: June 22, 1994

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"

TO GAS TRANSPORTATION AGREEMENT
DATED September 1st, 1993

BETWEEN

TENNESSEE GAS PIPELINE COMPANY
AND

FITCHBURG GAS AND ELECTRIC LIGHT CO

SERVICE PACKAGE: 2374

SERVICE PACKAGE TO: 2,012

METER	AND	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE
070018	0	TGP - NORTHERN STORAGE WITHDRA	FITCHBURG GAS AND ELECTRIC LIGHT WORCESTER	POTTER	PA	04	R	300	2,012	100 Lbs
020112	0	FITCHBURG - MASS		WORCESTER	MA	06	D	200	2,012	

THE SUM OF TRANSPORTER'S DELIVERIES TO SHIPPER FOR ALL TRANSPORTATION CONTRACTS CONVERTED FROM FIRM SALES CANNOT EXCEED THE FOLLOWING METERS:

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIGHT WORCESTER	MA	06	D	200		10,246	
025078	PENN-NFG-ANDREWS SETTLEMENT SA	PENN YORK ENERGY CORPORATION	POTTER	PA	04	D	300	1,500	
060018	TPG - NORTHERN STORAGE INJECT		POTTER	PA	04	D	300	2,480	

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.



November 15, 1999

Fitchburg Gas And Electric Light Co
6 Liberty Lane West
Hampton, NH 03842-1720

Attention: Mr. David K. Foote

RE: GAS STORAGE AGREEMENT
PURSUANT TO RATE SCHEDULE FS
SERVICE PACKAGE NOS. 2273
AMENDMENT NO. 1

Dear Mr. Foote:

As a result of Fitchburg Gas And Electric Light Co's ("Shipper") acceptance of Tennessee Gas Pipeline Company's ("Tennessee") Early Renewal Incentive Option offer dated July 9, 1999 ("ERIO Offer"), Tennessee and Shipper hereby agree to amend the above-referenced gas storage agreement ("Agreement") as follows:

Article V-Term of the Agreement is amended by adding the following at the end:

Notwithstanding Article III, Section 10.4 of the General Terms & Conditions of Transporter's FERC Gas Tariff and Section 12.1 of the Agreement, Shipper's first extension of the Agreement in accordance with Article III, Section 10.4 on or after the effective date of this amendment shall not be posted for bidding on Transporter's Electronic Bulletin Board as described in Article III, Section 10.4(a) provided that Shipper's election of such extension is for (i) a term of less than or equal to five years; and (ii) any Storage Quantity up to the Storage Quantity then-effective under the Agreement; and (iii) Transporter's applicable maximum rates. Shipper shall retain its right of first refusal only if the extension is for a term of one year or more. Except as expressly amended hereby, Transporter's and Shipper's rights and obligations described in Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff and Section 12.1 of the Agreement shall remain in full force and effect as written.

Except as specifically amended hereby, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement as amended pursuant to the ERIO Offer, please so indicate by signing and returning both originals of this amendment to my attention. Upon Tennessee's execution, an original will be forwarded to Shipper for its files.

Should you have any questions, please do not hesitate to contact me at (713) 420-3663.

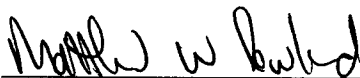
Best regards,



Tonie Garcia
Sr. Account Representative
Transportation Services

ACCEPTED AND AGREED TO
THIS 12TH DAY OF December, 1999

TENNESSEE GAS PIPELINE COMPANY

BY: 

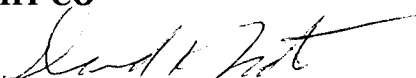
NAME: Matthew W. Rowland
Director, Transportation Services

ITS: _____

SC

ACCEPTED AND AGREED TO
THIS 30TH DAY OF November 1999

FITCHBURG GAS AND ELECTRIC
LIGHT CO

BY: 

NAME: David K. Foyte

ITS: Senior Vice President

ORIGINAL

DTE 02-24/25
Attachment 6 AG-7-3 (Gas)
Page 1 of 8SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2,638 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the

SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of September, 1993, and shall remain in force and effect until the 1st day of November, 2000, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 2915
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED 2 System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: *Randall G. Schorre*
Randall G. Schorre
Agent and Attorney-in-Fact

12/17/94
↓

FITCHBURG GAS ^{and} ELECTRIC LIGHT CO.

BY: *David K. [Signature]*

TITLE: Senior Vice President

DATE: June 22, 1994

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"
AMENDMENT #0 TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
EFFECTIVE DATE OF AMENDMENT: September 1, 1993
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 2915
SERVICE PACKAGE Tq: 2,638 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE
001366	TRANSCONTINENTAL - UTOS EXCHAN	UNION PACIFIC FUELS INC	CAMERON	LA	01	R	800	104	
010008	UNION- WARDNER COASTAL PLT DEH	TEXAS EASTERN TRANSMISSION COR	NUECES	TX	00	R	100	219	
010031	UNION- E TEXAS PLT DEHYD	MOBIL NATURAL GAS INC	PANOLA	TX	00	R	100	704	
010706	MOBIL-E CAMERON BLK 64 DEHYD	CONOCO INC	OFFSHORE-FEDERA	OL	01	R	800	132	
010970	CONOCO-SHIP SHOAL BLK 198 G	LOUISIANA LAND AND EXPLORATION	OFFSHORE-FEDERA	OL	01	R	500	245	
011119	CHEVRON-S MARSH IS BLK 61 C	TEXICAN NATURAL GAS COMPANY	OFFSHORE-FEDERA	OL	01	R	800	79	
011860	BUCHANAN - E CAMERON BLK 24(33	WALTER OIL & GAS CORP	OFFSHORE-FEDERA	OL	01	R	500	53	
012027	WALTERS - SHIP SHOAL BLK 160	MAXUS EXPLORATION CO	OFFSHORE-FEDERA	OL	01	R	500	611	
012032	MAXUS - GRAND ISLE BLK 25 (S.	UNION PACIFIC FUELS INC	OFFSHORE-FEDERA	OL	01	R	500	204	
012272	UNION - SHIP SHOAL BLK 180	WALTER OIL & GAS CORP	OFFSHORE-FEDERA	OL	01	R	800	101	
018053	WALTER - VERMILLION BLK 96		CAMERON	LA	01	R	800	27	
050136	TENNECO-UTOS-JOHNSON BAYOU CHE							159	
Total Receipt Tq:								2,638	
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG WORCESTER		MA	06	D	200	2,638	100 LBS
Total Delivery Tq:								2,638	

THE SUM OF TRANSPORTER'S DELIVERIES TO SHIPPER FOR ALL TRANSPORTATION CONTRACTS CONVERTED FROM FIRM SALES CANNOT EXCEED THE FOLLOWING METERS:

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MINIMUM PRESSURE
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG	WORCESTER	MA	06	D	200	10,246	
025078	PENN-NFG-ANDREWS SETTLEMENT	SA PENN YORK ENERGY CORPORATION	POTTER	PA	04	D	300	1,500	
060018	TPG - NOTHERN STORAGE INJECT		POTTER	PA	04	D	300	2,480	

NUMBER OF RECEIPT POINTS: 12
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of September 1993 by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper". Transporter and Shipper shall collectively be referred to herein as the "Parties".

ARTICLE I

DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2000 dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement, that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by

Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

12.1 This contract shall be effective as of 1 September, 1993 and shall remain in force and effect, unless modified as per Exhibit B, until 31 January, 2004, ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company

P. O. Box 2511

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO

6 LIBERTY LANE WEST

HAMPTON , NH , USA , -- 03842

Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO

6 LIBERTY LANE WEST

HAMPTON , NH , USA , -- 03842

Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

SHIPPER: FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: _____

TITLE: _____

DATE: _____

**GAS TRANSPORTATION AGREEMENT
EXHIBIT "A"**
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO

EFFECTIVE DATE OF AMENDMENT: September 1, 1993
 RATE SCHEDULE: FT-A
 SERVICE PACKAGE: 2916
 SERVICE PACKAGE TQ: 2000 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
001366	UTOS EXCHANGE		CAMERON	LA	0L	R	800	420	420
010864	MONROE DEHYD (BI 2 0533)		OUACHITA	LA	01	R	100	180	180
011488	TOCA EXCHANGE (BI 2 0556)		ST BERNARD	LA	0L	R	500	880	880
011911	WHARTON COUNTY TRANSPORT EXCHANGE		WHARTON	TX	00	R	100	520	520
020112	FITCHBURG MASSACHUSETTS		WORCESTER	MA	06	D	200	2000	2000
060018	NORTHERN STORAGE INJECTION		POTTER	PA	04	D	300	2000	2000
							Total Receipt TQ	2000	2000
							Total Delivery TQ	4000	4000

NUMBER OF RECEIPT POINTS: 4

NUMBER OF DELIVERY POINTS: 2

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
 (For Use under FT-A Rate Schedule)

EXHIBIT B
 TO GAS TRANSPORTATION AGREEMENT
 DATED September 1, 1993
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY

GAS TRANSPORTATION AGREEMENT

AND
FITCHBURG GAS AND ELECTRIC LIGHT CO
BUYOUT/EARLY TERMINATION PROVISIONS*

SERVICE PACKAGE: 2916

BUYOUT PERIOD(S) _____

AMOUNT OF TQ REDUCED _____

FOR PERIOD(S) _____

AMOUNT OF _____

BUYOUT PAYMENT _____

FOR PERIOD(S) _____

ANY LIMITATIONS ON THE EXERCISE OF THE BUYOUT/TERMINATION OPTION AS BID BY THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Note: If you have contract buyout/early termination provisions, please call your Account Representative for a copy of the completed Exhibit B.

Amendment - A

Min/Max Pressure

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of September 1993 by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper". Transporter and Shipper shall collectively be referred to herein as the "Parties".

ARTICLE I

DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2000 dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement, that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by

Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

12.1 This contract shall be effective as of 1 September, 1993 and shall remain in force and effect, unless modified as per Exhibit B, until 31 January, 2004, ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company

P. O. Box 2511

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO

6 LIBERTY LANE WEST

HAMPTON , NH , USA , -- 03842

Attention: DAVID K. FOOTE

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO

6 LIBERTY LANE WEST

HAMPTON , NH , USA , -- 03842

Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

SHIPPER: FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: _____

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO

EFFECTIVE DATE OF AMENDMENT: September 1, 1993
 RATE SCHEDULE: FT-A
 SERVICE PACKAGE: 2919
 SERVICE PACKAGE TQ: 2000 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
000807	BRAZOS BLOCK A 52 C		OFFSHORE-FEDERAL 704	OT	00	R	100	400	400
001366	UTOS EXCHANGE		CAMERON	LA	0L	R	800	420	420
001380	APACHE - BRAZOS BLK. 476		OFFSHORE-FEDERAL 704	OT	00	R	100	160	160
010031	EAST TEXAS PLANT DEHYDRATION		PANOLA	TX	00	R	100	100	100
011972	SOUTH MARSH ISLAND 798		OFFSHORE-FEDERAL 707	OL	0L	R	500	700	700
012035	LIBERTY HILL		BIENVILLE	LA	01	R	100	40	40
018029	SHIP SHOAL 247F		OFFSHORE-FEDERAL 712	OL	0L	R	500	180	180
020112	FITCHBURG MASSACHUSETTS		WORCESTER	MA	06	D	200	2000	2000
020578	ANDREWS SETTLEMENT SALES (BI 1 1693)		POTTER	PA	04	D	300	1500	1500
060018	NORTHERN STORAGE INJECTION		POTTER	PA	04	D	300	480	480
							Total Receipt TQ	2000	2000
							Total Delivery TQ	3980	3980

NUMBER OF RECEIPT POINTS: 7

NUMBER OF DELIVERY POINTS: 3

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT

GAS TRANSPORTATION AGREEMENT
(For Use under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO
BUYOUT/EARLY TERMINATION PROVISIONS*

SERVICE PACKAGE: 2919

BUYOUT PERIOD(S)

AMOUNT OF TQ REDUCED

FOR PERIOD(S)

AMOUNT OF

BUYOUT PAYMENT

FOR PERIOD(S)

ANY LIMITATIONS ON THE EXERCISE OF THE BUYOUT/TERMINATION OPTION AS BID BY THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE
STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Note: If you have contract buyout/early termination provisions, please call your Account Representative for a copy of the completed Exhibit B.

Amendment - A

Min/Max Pressure

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of November, 1994, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY (TQ) - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 1,596 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284, of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the 1st day of November, 1994, and shall remain in force and effect until the 31st day of October, 2000, ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: TENNESSEE GAS PIPELINE COMPANY
P.O. Box 2511
Houston, Texas 77252-2511
Attention: Transportation Marketing

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
C/O UNITIL SERVICE CORP.
216 EPPING ROAD

EXETER, NH 03833
Attention: JOHN BUNDY

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD

EXETER, NH 03833
Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

SERVICE PACKAGE NO. 8519
AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective until Shipper has submitted a request for change through the TENN-SPEED 2 System and Shipper has been notified through TENN-SPEED 2 of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: 

Agent and Attorney-in-Fact
Byron S. Wright 5-17-95

FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: 

TITLE: Senior Vice President

DATE: April 26, 1995

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT "A"
AMENDMENT #0 TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 1994
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
EFFECTIVE DATE OF AMENDMENT: November 1, 1994
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 8519
SERVICE PACKAGE TO: 1,596 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE R/D	LEG	METER-TQ	MINIMUM PRESSURE
010734	VALLEY-HACKBERRY DEHYD TRANS	VALLEY GAS TRANSMISSION INC	CAMERON	LA	01	R 800	335	
011299	HAMMAN-CYPRESS DEHYD	HAMMAN OIL & REFINING CO	HARRIS	TX	00	R 100	559	
012190	NEWFIELD - SHIP SHOAL 157A	NEWFIELD EXPLORATION CO	OFFSHORE-FEDERA	OL	01	R 500	702	
							Total Receipt Tq:	1,596
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG WORCESTER		MA	06	D 200	1,596	100 LBS

THE SUM OF TRANSPORTER'S DELIVERIES TO SHIPPER FOR ALL TRANSPORTATION CONTRACTS CONVERTED FROM FRIM SALES CANNOT EXCEED THE FOLLOWING METERS:

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE R/D	LEG	METER-TQ
020112	FITCHBURG - MASS	FITCHBURG GAS AND ELECTRIC LIG WORCESTER		MA	06	D 200	10,246
020578	PENN -NFG-ANDREWS SETTLEMENT	PENN YORK ENERGY CORPORATION	POTTER	PA	04	D 300	1,500
060018	TGP- WORTHER STORAGE INJECT			PA	04	D 300	2,480

NUMBER OF RECEIPT POINTS AFFECTED: 3
NUMBER OF DELIVERY POINTS AFFECTED: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

ORIGINAL

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0**BALANCING AGREEMENT**

(For Use at Points of Delivery)

This Agreement is dated and effective 1st September, 1993 by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Balancing Party." Transporter and Balancing Party shall be referred to collectively herein as "Parties"

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Point[s]) and Balancing Party receives such gas from Transporter;

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be transported by Transporter to those points.

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the Parties mutually agree otherwise;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for sales and transportation purposes.

WHEREAS, Balancing Party has elected Demand Delivery Service with a daily delivery quantity of 2068 Dth in accord with Rate Schedule LMS-MA;

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I**NOMINATIONS AND CONFIRMATIONS**

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Balancing Party shall confirm the quantities nominated to be transported by Transporter at the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Any modification to such Scheduled Quantities shall be re-confirmed by Transporter and Balancing Party

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

prior to the commencement of the revised service. Transporter shall notify Balancing Party of any problems regarding the scheduling of gas in accordance with confirmation hereunder within one business day after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter of any errors in the quantity scheduled pursuant to its confirmations within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Delivery Point(s) in accordance with the above, and such failure continues for seven business days or more (whether or not such days are consecutive) after 24 hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected Delivery Points shall be deleted from Exhibit "A" upon written notice from Transporter at the end of that calendar month.

- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas sales by Transporter shall be allocated each day based upon the Scheduled Quantities, be allocated each day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Unauthorized Overruns - On any day which Balancing Party takes gas in excess of the daily variance tolerance for the delivery point as established in an Operational Flow Order issued pursuant to Article VIII of Transporter's General Terms and Conditions, the Balancing Party shall be subject to an unauthorized overrun charge for all such excess volumes in accord with the provisions of Section 6 of Rate Schedule LMS-MA of Transporter's FERC Gas Tariff.
- 1.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

Point(s) within two business days after the date of delivery. Nothing in this section will require Balancing Party to install metering devices where none currently exist.

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the production day by coordinating with Transporter's gas dispatchers. Transporter will use reasonable efforts to accommodate those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the third business day after each production day. Adjustments in nominations and actual deliveries will be made by Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such corrective action, Transporter may, upon 48 hours' notice, adjust the scheduled quantities and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Transporter and Balancing Party.
- 2.3 Corrections In Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Variance charges and Operational Imbalance existing at the end of the prior month. Any Monthly Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from September 1st, 1993, for a primary term of one (1) year and shall continue thereafter on a month-to-month basis unless cancelled by either Party for good cause upon thirty days' prior written notice with the termination to be effective at the end of a calendar month; provided, however, that if Balancing Party has elected DDS service, this Agreement shall remain in full force and effect for a term commensurate with the term of the converted sales agreement at the point. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IV

DDS AND IMBALANCE CHARGE

- 4.1 CURRENT CHARGES - Commencing upon the date of execution, the rates, charges, and surcharges (including those for any DDS services that has been elected) to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 INCIDENTAL CHARGES - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

- 4.3 CHANGES IN RATES AND CHARGES - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Balancing Party may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter's just and reasonable rates.

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder.
- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively,

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

of the General Terms and Conditions specified in Transporter's FERC Gas Tariff; provided that Transporter shall have the right, but not the obligation to delay invoicing for such matters until the 15th day of the second month following the month of deliveries.

- 5.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 5.6 Notices -Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: TENNESSEE GAS PIPELINE COMPANY
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Volume Control

BILLINGS: TENNESSEE GAS PIPELINE COMPANY
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Accounting

BALANCING PARTY:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD
EXETER, NH 03833

Attention: JOHN BUNDY

BILLINGS: FITCHBURG GAS AND ELECTRIC LIGHT CO
216 EPPING ROAD
EXETER, NH 03833

Attention: ACCOUNTS PAYABLE

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

SERVICE PACKAGE NO. 3721
AMENDMENT NO. 0

BALANCING AGREEMENT

(For Use at Points of Delivery)

- 5.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.
- 5.8 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change through the TENN-SPEED 2 System and Balancing Party has been notified through TENN-SPEED 2 of Transporter's agreement to such change.

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TENNESSEE GAS PIPELINE COMPANY

BY: *Randall G. Schorre* 9/28/94
Randall G. Schorre
Agent and Attorney-in-Fact *[Signature]*

FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: *[Signature]*
TITLE: *Senior Vice President*
DATE: *September 16, 1994*

EXHIBIT "A"
(For and OBAD contract)

TO OPERATIONAL BALANCING AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
EFFECTIVE DATE OF AMENDMENT: September 1, 1993
RATE SCHEDULE: OBAD
SERVICE PACKAGE: 3721

(Unless mutually agreed otherwise, separate Balancing Agreements will be required for deliveries in different zones)

METER	METER NAME	BALANCING PARTY NAME	COUNTY	ST	ZONE R/D	LEG	ACTIVE/INACTIVE
020784	ZONE 6 OBA TRADING POINT	FITCHBURG GAS AND ELECTRIC LIGHT WORCESTER	HAMPDEN	MA	06	R 200	Active
020112	FITCHBURG - MASS			MA	06	R 200	Active
020784	ZONE 6 OBA TRADING POINT	FITCHBURG GAS AND ELECTRIC LIGHT WORCESTER	HAMPDEN	MA	06	D 200	Active
020112	FITCHBURG - MASS			MA	06	D 200	Active

NUMBER OF RECEIPT POINTS: 2
NUMBER OF DELIVERY POINTS: 2

Name, address, telephone, fax, and TennSpeed 2 access number(s) of Balancing Party's designee
(if any) for purposes of making and receiving notices from Transporter:

The listing of a designee above does not give such designee the right to make confirmations and nominations hereunder.

Unless mutually agreed otherwise, separate Balancing Agreements will be required for deliveries in different sales zones.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Service Package No: 38927
Amendment No: 0
DTE 02-24/25
Attachment 11 AG-7-3 (Gas)
Page 1 of 9

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of December 2002 by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and FITCHBURG GAS AND ELECTRIC LIGHT CO, a MASSACHUSETTS Corporation, hereinafter referred to as "Shipper". Transporter and Shipper shall collectively be referred to herein as the "Parties".

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 550 dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 **TRANSPORTATION RATES** - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.
- 6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary

regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of 1 December, 2002 and shall remain in force and effect, unless modified as per Exhibit B, until 31 January, 2004, ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not

later than twelve months after the termination of this Agreement.

- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company

P. O. Box 2511

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:

NOTICES: FITCHBURG GAS AND ELECTRIC LIGHT CO

C/O UNITIL SERVICE CORP.

216 EPPING ROAD

EXETER, NH, USA, -- 03833

Attention: BRIAN M. KEEFER

BILLING: FITCHBURG GAS AND ELECTRIC LIGHT CO

6 LIBERTY LANE WEST

HAMPTON, NH, USA, -- 03842

Attention: ACCOUNTS PAYABLE

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the

General Terms and Conditions of Transporter's FERC Gas Tariff.

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

SHIPPER: FITCHBURG GAS AND ELECTRIC LIGHT CO

BY: _____

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED December 1 , 2002
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO

FITCHBURG GAS AND ELECTRIC LIGHT CO
EFFECTIVE DATE OF AMENDMENT: December 1 , 2002
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 38927
SERVICE PACKAGE TQ: 550 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL- TQ	BILLABLE- TQ
012538	DRACUT RECEIPT	MARITIMES & NORTHEAST PIPELINE, LLC	MIDDLESEX	MA	06	R	200	550	550
020112	FITCHBURG MASSACHUSETTS	FITCHBURG GAS AND ELECTRIC LIGHT CO	WORCESTER	MA	06	D	200	550	550
							Total Receipt TQ	550	550
							Total Delivery TQ	550	550

NUMBER OF RECEIPT POINTS: 1

NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED December 1 , 2002
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
FITCHBURG GAS AND ELECTRIC LIGHT CO
BUYOUT/EARLY TERMINATION PROVISIONS*

SERVICE PACKAGE: 38927

BUYOUT PERIOD(S) _____

AMOUNT OF TQ REDUCED _____

FOR PERIOD(S) _____

AMOUNT OF

BUYOUT PAYMENT

FOR PERIOD(S)

ANY LIMITATIONS ON THE EXERCISE OF THE BUYOUT/TERMINATION OPTION AS BID BY THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE

STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Note: If you have contract buyout/early termination provisions, please call your Account Representative for a copy of the completed Exhibit B.

Amendment - A

[Previous](#) [Next](#) [Search](#)TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1Twentieth Revised Sheet No. 23
Superseding
Nineteenth Revised Sheet No. 23

RATES PER DEKATHERM

FIRM TRANSPORTATION RATES
RATE SCHEDULE FOR FT-A
=====

Base Reservation Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$3.10		\$6.45	\$9.06	\$10.53	\$12.22	\$14.09	\$16.59
L		\$2.71						
1	\$6.66		\$4.92	\$7.62	\$9.08	\$10.77	\$12.64	\$15.15
2	\$9.06		\$7.62	\$2.86	\$4.32	\$6.32	\$7.89	\$10.39
3	\$10.53		\$9.08	\$4.32	\$2.05	\$6.08	\$7.64	\$10.14
4	\$12.53		\$11.08	\$6.32	\$6.08	\$2.71	\$3.38	\$5.89
5	\$14.09		\$12.64	\$7.89	\$7.64	\$3.38	\$2.85	\$4.93
6	\$16.59		\$15.15	\$10.39	\$10.14	\$5.89	\$4.93	\$3.16

Surcharges

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
PCB Adjustment: 1/	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L		\$0.00						
1	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Maximum Reservation Rates 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$3.10		\$6.45	\$9.06	\$10.53	\$12.22	\$14.09	\$16.59
L		\$2.71						
1	\$6.66		\$4.92	\$7.62	\$9.08	\$10.77	\$12.64	\$15.15
2	\$9.06		\$7.62	\$2.86	\$4.32	\$6.32	\$7.89	\$10.39
3	\$10.53		\$9.08	\$4.32	\$2.05	\$6.08	\$7.64	\$10.14
4	\$12.53		\$11.08	\$6.32	\$6.08	\$2.71	\$3.38	\$5.89
5	\$14.09		\$12.64	\$7.89	\$7.64	\$3.38	\$2.85	\$4.93
6	\$16.59		\$15.15	\$10.39	\$10.14	\$5.89	\$4.93	\$3.16

Minimum Base Reservation Rates The minimum FT-A Reservation Rate is \$0.00 per Dth

Notes:

- 1/ PCB adjustment surcharge originally effective for PCB Adjustment Period of July 1, 1995 - June 30, 2000, was revised and the PCB Adjustment Period was extended for a two-year period effective July 1, 2000 as required by the Stipulation and Agreement filed on May 15, 1995 and approved by Commission Orders issued November 29, 1995 and February 20, 1996.
- 2/ Maximum rates are inclusive of base rates and above surcharges.
- 3/ Gas Research Institute Charge (GRI) of \$0.0660 for Firm Transportation with $\geq 50\%$ Load Factor and \$0.0407 for Firm Transportation with $< 50\%$ Load Factor are not included in the above maximum rates.

Issued by: Jake Hiatt, Vice President
 Issued on: November 30, 2001 Effective on: January 1, 2002
 Filed to comply with order of the Federal Energy Regulatory Commission, Docket
 No. RP01-434, issued September 19, 2001

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DTE 02-24/25
Attachment 11 AG-7-3 (Gas)
Page 9 of 9

TENNESSEE GAS PIPELINE COMPANY
FERC Gas Tariff
FIFTH REVISED VOLUME NO. 1

Substitute Twelfth Revised Sheet No. 23A
Superseding
Eleventh Revised Sheet No. 23A

RATES PER DEKATHERM

COMMODITY RATES RATE SCHEDULE FOR FT-A

Base Commodity Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0439		\$0.0669	\$0.0880	\$0.0978	\$0.1118	\$0.1231	\$0.1608
L		\$0.0286						
1	\$0.0669		\$0.0572	\$0.0776	\$0.0874	\$0.1014	\$0.1126	\$0.1503
2	\$0.0880		\$0.0776	\$0.0433	\$0.0530	\$0.0681	\$0.0783	\$0.1159
3	\$0.0978		\$0.0874	\$0.0530	\$0.0366	\$0.0663	\$0.0765	\$0.1142
4	\$0.1129		\$0.1025	\$0.0681	\$0.0663	\$0.0401	\$0.0459	\$0.0834
5	\$0.1231		\$0.1126	\$0.0783	\$0.0765	\$0.0459	\$0.0427	\$0.0765
6	\$0.1608		\$0.1503	\$0.1159	\$0.1142	\$0.0834	\$0.0765	\$0.0642

Minimum Commodity Rates 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0026		\$0.0096	\$0.0161	\$0.0191	\$0.0233	\$0.0268	\$0.0326
L		\$0.0034						
1	\$0.0096		\$0.0067	\$0.0129	\$0.0159	\$0.0202	\$0.0236	\$0.0294
2	\$0.0161		\$0.0129	\$0.0024	\$0.0054	\$0.0100	\$0.0131	\$0.0189
3	\$0.0191		\$0.0159	\$0.0054	\$0.0004	\$0.0095	\$0.0126	\$0.0184
4	\$0.0237		\$0.0205	\$0.0100	\$0.0095	\$0.0015	\$0.0032	\$0.0090
5	\$0.0268		\$0.0236	\$0.0131	\$0.0126	\$0.0032	\$0.0022	\$0.0069
6	\$0.0326		\$0.0294	\$0.0189	\$0.0184	\$0.0090	\$0.0069	\$0.0031

Maximum Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0515		\$0.0745	\$0.0956	\$0.1054	\$0.1194	\$0.1307	\$0.1684
L		\$0.0362						
1	\$0.0745		\$0.0648	\$0.0852	\$0.0950	\$0.1090	\$0.1202	\$0.1579
2	\$0.0956		\$0.0852	\$0.0509	\$0.0606	\$0.0757	\$0.0859	\$0.1235
3	\$0.1054		\$0.0950	\$0.0606	\$0.0442	\$0.0739	\$0.0841	\$0.1218
4	\$0.1205		\$0.1101	\$0.0757	\$0.0739	\$0.0477	\$0.0535	\$0.0910
5	\$0.1307		\$0.1202	\$0.0859	\$0.0841	\$0.0535	\$0.0503	\$0.0841
6	\$0.1684		\$0.1579	\$0.1235	\$0.1218	\$0.0910	\$0.0841	\$0.0718

Notes:

- The above maximum rates include a per Dth charge for:

(ACA) Annual Charge Adjustment	\$0.0021
(GRI) Gas Research Institute charge	\$0.0055

 GRI will not be assessed if it is currently being paid on another pipeline.
- The TCSS Surcharge is only applicable to deliveries in the supply area as defined on Sheet No. 390. This surcharge is not included in the Maximum Rates Matrix.

(TCSS) Transition Cost Surcharge - Supply Area	\$0.0225
--	----------
- The applicable fuel retention percentages are listed on Sheet No. 29, provided that for service rendered solely by displacement, shipper shall render only the quantity of gas associated with losses of .5%.